Armed Forces Retirement Home
Office of the Inspector General
3700 N. Capitol Street
Washington, DC 20011-8400

August 14, 2013

MEMORANDUM FOR THE ARMED FORCES RETIREMENT HOME (AFRH), CHIEF OPERATING OFFICER

SUBJECT: Rehabilitation Services (Physical, Occupation, and Speech Therapy) audit of the Armed Forces Retirement –Washington

The AFRH Inspector Generals Office is providing this audit for your information and use. The audit was conducted at the AFRH-Washington facility level.

PURPOSE OF REHABILITATION SERVICES AUDIT: The purpose of this internal audit was to assure that satisfactory controls are in place to prevent fraudulent practices by AFRH-Washington through Ergo Solutions, LCC.

REHABILITATION SERVICES AUDIT SCOPE: The AFRH Inspector Generals office has the authority to review and evaluate all aspects of the AFRH-Washington Rehabilitation Services. The review of the AFRH-Washington Rehabilitation Services in the following areas:

- Reviewed current Memorandum of Agreement between AFRH-Washington and Ergo Solutions, LLC
- Reviewed current Standing Operating Procedure (SOP) No. W-HC-REH-4-07.
- Reviewed 40% of active resident files in Physical, Occupation, and Speech Therapy from June & July 2013.
- Reviewed medical provider's referral date for treatment in resident files against first treatment date.
-

REHABILITATION SERVICES ELEMENTS: This audit consists of reviews, observation, finding and recommendations.

OBSERVATIONS:

- Controls are in place under current SOP No. W-HC-REH-04-07 dated July 6, 2013. (Attachment 1)
- Controls are in place under Memorandum of Agreement between AFRH-Washington and Ergo Solutions, LLC. Signed and dated on May 30, 2013. (Attachment 2)

REVIEWS:

- Reviewed 40% active resident files from June and July 2013 to ensure medical provider's referral date was prior to start date of treatment. No discrepancies. (Attachment 3)

FINDINGS:

- No findings

RECOMMENDATIONS:

- No recommendations

If you have any questions, comments or would like to discuss this audit please contact me at (202) 541-7550 or AFRH.IG@AFRH.GOV.

Respectfully,

// signed //

SHEILA R. ABARR
Inspector General
Armed Forces Retirement Home

ARMED FORCES RETIREMENT HOME – WASHINGTON
HEALTHCARE SERVICES

REHABILITATION SERVICE
STANDARD OPERATING PROCEDURE (SOP) **JUNE 6, 2012**
NO. W-HC-REH-4-07

REHABILITATION SERVICES – OVERVIEW

I. AUTHORITY: Title 24, USC.

II. REFERENCE: Krusen's Handbook of Physical Medicine and Rehabilitation. Authors--Kottke, Lehmann. 4th Edition. Publisher--W.B. Saunders Company. Publication Date--March 1990. Chapter 1, pages 1-17.

III. PURPOSE: To provide an overview of the philosophy and functions of Rehabilitation Services (RS) within Healthcare Services (HCS) at the Armed Forces Retirement Home (AFRH).

IV. DEFINITION: Rehabilitation is a goal-oriented treatment process of assisting residents return to a state of optimum capabilities which may include improvement of physical, cognitive, and emotional status. Broadly, Assisted Living (AL) and Long-Term Care (LTC) rehabilitation goals are interdisciplinary, which emphasize restoring the resident to a maximum independent level of self-care.

V. PROTOCOL: RS is supervised by the Director, Rehabilitation Services (DRS), who will do the following--

A. Organize services to meet residents' rehabilitation and functional maintenance needs.
B. Provide physical medicine programs and coordinate physical medicine activities in order to maintain a closely integrated group of specialists in physical, occupational, speech, and rehabilitative nursing therapy. In special cases where rehabilitation goals cannot be clearly identified by the usual methods, a designated rehabilitation team will conduct a comprehensive assessment to determine treatment goals. In concert with the resident, the team will create a treatment plan to meet the resident's physical, functional, and psychological needs and resolve applicable problems.
C. Collaborate with professional services and non-medical services in the development, prescription, and application of various preventive, diagnostic, and rehabilitative treatments/techniques to expedite residents' recovery. This also enables residents to achieve a degree of rehabilitation which will permit discharge from AL/LTC and resumption of normal life, or improve the quality of life as much as possible.
D. Participate in staff conferences, provide consultant services, and serve on the Interdisciplinary Team (IDT) providing current data on residents' functional performance skill level.
E. Maintain liaison with the rehabilitation service at consulting hospitals regarding treatment of AFRH residents and follow-up treatment after discharge from those facilities.
F. Prepare/maintain records, charts, and reports as required by existing HCS SOPs.
G. Prepare requests for equipment/supplies and provide for proper care of equipment/supplies.
H. Develop/administer formal appraisal and review as immediate supervisor of each RS branch providing them with technical, administrative, and procedural guidance.

VI. GOALS:

A. Medical rehabilitation's primary goal is the prevention or reversal of psychobiologic tendencies that cause the chronically ill, disabled, and elderly to withdraw from life, deteriorate, and become dependent in basic life skills.
B. The physical aspect of resident care should be limited to maximum functional potential supported by documentation relative to progress or lack thereof.

C. Referrals are generated by the physician based on physicians' or other services' recommendations or IDT decisions, and then followed by a specific RS branch.
D. RS branches then implement their respective guidelines and treatment modalities as a single entity or they may joint together to attain one common goal, i.e., for the resident to reach an optimum functional level physically, cognitively, and psychosocially.
E. The following are basic RS functions:
   1. Physical Therapy: Addresses, but not limited to, gross motor skills, ambulation, endurance, pain reduction and relief, and generalized strengthening program.
   2. Occupational Therapy: Focuses on, but not limited to, fine motor skills, self-care independence, cognitive re-training, assistive devices, and basic life skill management.
   3. Speech Pathology: Focuses on, but not limited to, communication disorders, swallowing impairments, and/or other associated cognitive and communication problems.
   4. Restorative Therapy: Focuses on, but not limited to, maintaining residents' newly learned skills and overall level of functioning achieved after discharge from physical, occupational, and speech therapy acute services.

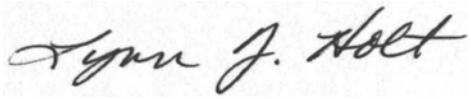
VII. OVERVIEW:

A. Physical, Occupational, and Speech Therapy services will be provided by a contracted rehabilitation vendor Monday through Friday, 7:30 a.m. to 4:00 p.m. Restorative services will be provided 7 days a week during these same hours via AFRH staffing. The RS staff qualifications will adhere to defined job responsibilities, licensure, HCS SOPs/AFRH Agency Directives including credentialing requirements, applicable laws/regulations, and certification to meet residents' rehabilitation needs.

B. The DRS ensures that all rehabilitation/restorative services are of the highest caliber and are efficiently provided in accordance with rehabilitation standards of practice. The DRS verifies that all rehabilitation/restorative staff continually meet their respective position's qualification requirements. The DRS provides consultation/guidance in overall management of rehabilitation services provided to residents.

C. **Contract Occupational, Physical, and Speech Therapists are responsible for the following:**
   1. Complete/submit credentialing documents to the DRS for review/approval by the AFRH Credentialing Committee. Therapists are to submit credentialing updates in a timely manner.
   2. Perform initial assessments on referred residents prior to the start of the therapeutic approach. Establish treatment goals based on objective measurements and resident's subjective complaints. Establish treatment frequency and duration, prognosis, and projected discharge date.
   3. Follow treatment precautions and ensure resident's safety at all times. Therapists will assess their own limitations and request guidance from the DRS, when indicated.
   4. Properly administer their treatment modalities and care for their equipment responsibly. Unsafe or broken equipment must be reported immediately to the DRS and removed from usage.
   5. Assist with orientation of medical residents, physician assistants, and nurse practitioners as it relates to RS.
   6. Attend mandatory AFRH training and maintain current continuing education requirements based on their specific discipline's requirements.

D. **Restorative Assistants are responsible for the following:**
   1. Implement treatment plans written by the discharging contract therapist in order to reduce resident's risk for decline and/or deterioration.
   2. Review resident's medical records for precautions; also review rehabilitation discharge summary.
   3. Submit timely documentation on residents they treat.
   4. Assist with clinic supply ordering, clinic cleanliness, equipment inventory, and reporting equipment repair needs to the DRS.
   5. Attend mandatory AFRH training and training recommended by the DRS. Restorative Assistants will assess their own limitations and request training/guidance from the DRS, when indicated.



LYNN J. HOLT
Director, Rehabilitation Services

PAMELA D. YOUNG, RN, CNE
Chief, Healthcare Services

Therapy Services MOA

Between

The Armed Forces Retirement Home—Washington

And

Rehabilitation Services Provider

This MOA is made and entered into by and between the Armed Forces Retirement Home—Washington ("AFRHW"), with a principle place of business at 3700 North Capitol Street NW, Washington, D.C. 20011 and the below named firm; hereinafter referred to as CONTRACTOR.

CONTRACTOR'S Company Name: Ergo Solutions, LLC
Contractor's Address: 1250 Connecticut Avenue N.W. Suite 200
Contractor's City, State, Zip: Washington, DC 20036

1. **Purpose:**
   The purpose of this MOA is to secure rehabilitation services, including physical therapy, occupational therapy and speech/language therapy services for the residents of the Armed Forces Retirement Home—Washington, D.C.
   As a continuing care retirement community, accredited by CARF/CCAC, AFRH-W's goal is to maintain the highest level of independence and functioning for its residents as may be possible. It is the responsibility of the CONTRACTOR to fulfill the terms of this MOA in full support of this goal.

   AFRH-W maintains an average resident census of 511.
   Integral to the success of the goals inherent in this agreement is that the CONTRACTOR will participate as a member of the rehabilitation services team with the goal of maintaining the dignity and independence of the residents.

2. **Scope:**
   2.1. Attachment A attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this MOA, and specific obligations of both parties.
   2.2. The CONTRACTOR shall provide services to residents in accordance with all terms of this Agreement as well as the Attachments to this Agreement.

3. **Period of Performance:**
   3.1. The period of performance will begin with the execution of this agreement and for three annual renewal option periods thereafter.
   3.2. The Date of Execution shall be that date on which both parties have signed this agreement.
   3.3. Annual reviews shall be scheduled to occur 90 days prior to the month of the anniversary date of the signing of the MOA. The annual review shall be initiated by the CONTRACTOR with submission of a

statement of accomplishments for the prior contract year. Annual reviews shall be submitted to the Director of Rehabilitation.

3.4. The MOA may be renewed by a letter of extension signed by both parties. Such letter of extension shall be executed no later than 90 days to the expiration date of this MOA, or its annual renewal date.

4. **MOA Management:**

4.1. Notifications: Notification of any items pertaining to the terms and conditions of this agreement by either party shall be made in writing. Notices required herein shall be given by prepaid certified or registered mail to the addresses of the parties set forth below

4.2. Notification contact information:

[redacted]

4.3. **Performance and Quality Control Surveillance:** This agreement will be monitored by AFRH for compliance and quality control per Attachment G.

4.4. Term and Termination:

4.4.1. **Term:** This Agreement shall take effect on the date first written above (the "Effective Date") and shall continue for a term of one 1 year. At least ninety (90) days before the expiration of the Agreement, each party will notify the other regarding whether it intends to renew this Agreement for an additional three year term.

4.4.2. Termination:

4.4.2.1. Beginning one year after the Effective Date, either party may terminate this Agreement, without cause, by giving to the other party at least ninety (90) days prior written notice of termination.

4.4.2.2. This Agreement may be terminated effective at any time with the mutual consent of the parties.

4.4.2.3. This Agreement may be terminated at any time by the non-breaching party in the event of breach of any material term of this Agreement by the other party, which breach has not been cured within thirty (30) days after notice of such breach.

4.4.2.4. In the event either party makes a good faith determination on the basis of material events occurring subsequent to the Effective Date that any provision in this Agreement fails to comply in a material way with any provision of federal or state law, such that non-compliance is likely to have a material adverse effect on either party, the parties shall promptly meet over a period of ninety (90) days and using all good faith and due diligence shall attempt to restructure this Agreement to satisfy the business objectives of the parties and the concerns created by the occurrence of any non-compliance described above. If, after the ninety (90) day period, the parties have agreed upon a revised agreement, then the parties shall document such agreement forthwith. If, after the ninety (90) day period, the parties fail to agree to a revised agreement, then this Agreement shall thereupon terminate without further notice.

5. **Confidentiality:** Each party agrees that it will maintain the confidentiality of the other's business, financial and strategic information ("Confidential Information") except to the extent disclosure is required by law. Confidential Information shall not include information which is (i) already in a party's possession prior to receipt thereof from the other party; (ii) available to the general public from sources other than a party hereto; or (iii) received from a third party having the right to disclose it.

6. **Insurance:** The Contractor shall obtain and maintain, during the term of this Agreement, therapist professional liability insurance policy covering medical services rendered under this Agreement in an amount not less than $1,000,000 for each claim with a per annum aggregate limitation of $3,000,000. The Contractor shall furnish AFRH with a certificate of said insurance and shall notify AFRH in advance of any material changes in amount or type of coverage or cancellation of coverage.

7. **Assurances:** DEPARTMENT and the CONTRACTOR agree that all activity pursuant to this MOA will be in accordance with all the applicable current federal and local laws, rules, and regulations.

8. **Order of Precedence:**
Each of the exhibits listed below is by this reference hereby incorporated into this MOA. In the event of an inconsistency in this MOA, the inconsistency shall be resolved by giving precedence in the following order:
    1. Applicable federal statutes and regulations.
    2. Attachment A: Scope of MOA Services and Responsibilities.

9. **Conformance:** If any provision of this MOA violates any statute or rule of law of the Federal Government, it is considered modified to conform to that statute or rule of law.

10. **Force Majeure:** Neither party shall be liable to the other, or be deemed to be in breach of this Certified IOO Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance including the Term of this Certified IOO Agreement may be extended to account for delays excused by this Section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

11. **Government Remedies:** The AFRH Administrator shall follow FAR 52.212.4, Terms and Conditions-Commercial Items (May 1997), for Contractor's failure to perform satisfactory services or failure to correct non-conforming services.

12. **Independent Contractor:** The Parties to this Agreement are not, and shall not be considered to be, in relationship of joint venture, partnership or employer-employee. The therapist(s) provided by the CONTRACTOR is/are not an employee(s) of AFRH-W or its affiliates and is not entitled to participate in employee benefit plans of AFRH-W or its affiliates. All workers compensation insurance, income tax, social security and other employment-related withholding, benefits and insurance for the professional(s) are the sole responsibility of the CONTRACTOR.

13. HIPAA Compliance: The CONTRACTOR agrees that it will execute a HIPAA Business Associate Agreement ("BAA") with AFRH-W and the BAA will be in the form set forth in Attachment H, HIPAA Business Associate Agreement, attached and incorporated for all purposes.

14. Entire Agreement: This MOA, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other understandings or representations oral or otherwise, regarding the subject matter of this MOA shall be deemed to exist or to bind any of the parties hereto.

15. List of Attachments:

16. Amendments: The terms of this AGREEMENT may be amended from time to time by mutual consent of the parties. Such amendments shall be stated in writing.

17. **Approval:** This MOA shall be subject to the written approval of AFRH's authorized representative and shall not be binding until so approved. The MOA may be altered, amended or waived only by a written amendment executed by both parties.

This MOA including Attachments is executed by the persons signing below who warrant that they have the authority to execute the MOA.

[redacted]

Date Signed	30 May 2013	5/24/2013

Attachment A
Scope of MOA Services and Responsibilities

A. CONTRACTOR RESPONSILITIES

1. STAFFING AND SUPERVISION: The Contractor shall provide qualified therapists to meet the needs of AFRH residents and shall be responsible for the supervision of all contract staff.
2. Minimum Staffing Levels and Therapist Schedules: The Contractor shall provide appropriate therapy staffing levels and schedules as determined by the Director of Rehabilitation. The requirements shall generally be as follows, but can be adjusted at the recommendation of the contractor and the approval of the Director of Rehabilitation.
    a. The Contractor will provide Physical Therapists and Physical Therapy Assistants to provide services to meet the needs of AFRH residents. A Physical Therapist is required to be onsite a minimum of eight (8) hours per day Monday through Friday, and as needed on weekend and holidays. The Contractor will provide Occupational Therapists and Certified Occupational Therapy Assistants to meet the needs of AFRH residents. An Occupational Therapist is required to be onsite a minimum of eight (8) hours per day Monday through Friday and as needed on weekends and holidays. The Contractor will provide Speech Language Pathologists (SLP) to meet the needs of AFRH residents. A SLP is required a minimum of sixteen (16) hours per week Monday through Friday and as needed on weekends and holidays. The Contractor will designate a clinical manager responsible for meeting the requirements of this MOA including meeting the needs of AFRH residents. In addition the contractor shall assign an on-site liaison to coordinate with the Director of Rehabilitation on a day to day basis to ensure the needs of the residents are met, that services are delivered in a timely and effective basis and that staffing levels meet the minimum requirements or are otherwise agreed upon to be adequate.

3. PERSONNEL AND SERVICES: The contractors staff shall participate as interdisciplinary team members with AFRH and support, engage and integrate with AFRH programs and initiatives. The Contractor will assure that contracted personnel and services meet the same requirements as those which would be applicable if the personnel and services were furnished directly by AFRH.

4. STANDARDS OF PRACTICE: The contractor shall develop clinical standards of practice for each of the therapy disciplines, such standards to be made available to the Director of Rehabilitation upon request and subject to AFRHs approval. The contractor shall assure that all therapy is delivered in accordance with such standards of practice and in compliance and agreement with AFRH's standards of practice, standard operating procedures, vision, mission and cultural values.

5. COMPLIANCE: The Contractor's therapists shall provide therapy services as described in AFRH job responsibilities and in accordance with the AFRH Policies and Procedures, Rehabilitation Departments' Standards of Practice, all federal and local laws and regulations, Professional Ethical Standards and Code of Conducts. The contractor shall assure that all therapy services are furnished in accordance with the plan of care established according to Medicare policies for therapy plans of care (Medicare Benefit Policy Manual, Chapter 15, section 220.1.2) The Contractor will also comply with all relevant employee safety and health laws (including OSHA regulations) with regard to the health professionals who are under their direction and control. The contractor will comply with all HIPPA requirements. The contractor will comply with CARF –CCAC standards and requirements.

COMPETENCY: The Contractor's therapists will participate in AFRH mandatory in-services, monthly in-services, and other required training programs, complete AFRH and Rehabilitation Services orientation.

6. MEETINGS: The Contractor's physical, occupational and speech therapists will participate in team and family meetings relevant to their own patients to coordinate the care of each individual patient. The Contractor's therapists will participate in other organizational and departmental meetings as directed by the Director of Rehabilitation.

7. STAFF EDUCATION: The Contractor's therapists will provide education, training and consultations for AFRH staff as directed by the Director of Rehabilitation.

8. OPERATIONAL and Performance Reporting: The Contractor will provide

    a. Statistical reports on a monthly basis including number of patients seen new evaluations and discharges seen by service type (PT, OT, SLP) and by AFRH level of care (independent living, assisted living or long term care), number of visits by service type and such other operational information as AFRH may reasonably request.

    b. Performance Reports:
        i. The contractor shall provide Quarterly reports addressing contract performance that will be developed in collaboration with the Director of Rehabilitation and will address items such as resident satisfaction, access efficiency, effectiveness and outcomes.

    c. Other Notifications – the contractor shall Immediately notify the Director of Rehab of;
        i. Changes in staff, staff schedules, coverage plans
        ii. Waiting lists for therapy consults, unmet care plans or any issues affecting care or its delivery
        iii. Unusual events or safety occurrences.

9. DOCUMENTATION: The Contractor's therapists will complete required clinical and administrative documentation and care plans utilizing AFRH information and medical record documentation systems in accordance with AFRH Policies and Procedures, Standards of Practice, the Medicare coverage manual and other federal, state or payer requirements and required timeframes, and as required, shall provide for the preparation of evaluation, treatment records, with progress notes and observations, and a discharge plan; and for the prompt incorporation of such into the clinical records of AFRH.

10. THERAPY STUDENTS: Should the Contractor provide clinical training to physical, occupational and speech therapy students, Contract therapists shall provide supervision in accordance with state regulations and school contracts. The Contractor shall complete required documentation and recommendations for each student's clinical performance. AFRH shall be responsible for completing a written agreement with the schools before students begin training at AFRH.

11. RESTORATIVE AIDES: The Contractor's therapists shall provide training and a restorative care plan to be implemented by AFRH Restorative Aides.The Contractor will work with the Director of Rehabilitation and others at AFRH to assure the Restorative program meets the needs of the residents.

12. PERFORMANCE REVIEWS: The Contractor will conduct annual staff performance reviews reflecting AFRH input and consistent with competency based assessments and shall provide evidence of completion to AFRH by the annual review date. The Contractor will assess therapists competency based

on AFRH patient population, best practice and programs and show evidence of proficiency with annual competencies.

13. PROGRAM DEVELOPMENT: The Contractor will collaborate with the Director of Rehabilitation in developing programs, and shall assure that interventions and treatments are evidence-based consistent with best practice, and promote prevention, wellness and optimize the independence and well-being of the residents.

14. THERAPY EQUIPMENT AND SUPPLIES:

    a. REPAIR/REPLACEMENT: The Contractor will reimburse AFRH for any repairs or equipment replacement resulting from therapist misuse or damage excluding normal wear and tear.
    b. Equipment and supplies requested by the Contractor shall be specified and approved in advance by the Director of Rehabilitation and purchased at the sole discretion of AFRH.
    c. Contractor Equipment/Supplies: The Contractor must obtain approval from the Director of Rehabilitation before bringing equipment/supplies to AFRH. All electrical equipment must pass a biomedical test and conform to AFRH policy and procedures. The Contractor assumes responsibility for the safety and maintenance of their property. AFRH does not assume responsibility or liability loss, damage or injury for the contractors 'property.
    d. BUDGET REQUESTS: Contractor may make supply and equipment recommendations to be included in the budget process to the Director of Rehabilitation.

15. Location of Therapy Treatments: The Contractor's therapists will provide services in a location appropriate to each resident's needs and level of care which may include: the individual's residence, the AFRH therapy clinics, the long term care and assisted living units within AFRH and within the independent community for the purpose of safety assessment or community integration.

AFRH RESPONSIBLITIES

1. SAFE ENVIRONMENT: AFRH will provide a clean, safe environment for therapists to work and will provide safety education including Infection Control, Fire Safety & Hazardous Materials.

2. PROPERTY, EQUIPMENT, & SUPPLIES: The AFRH will provide the existing clinic space, utilities, furniture, exam room equipment, supplies and physical assets needed to provide medical care for the resident population. AFRH will maintain equipment in good working order.

3. BUSINESS RESOURCES: AFRH will allow the contractor to install fax and business phone lines, and locate a copy and fax machine and computer terminal to be used by the contractor's staff to conduct their business.

4. AFRH Standard Operating Procedures and Requirements: AFRH shall be responsible for communicating all relevant Standard Operating Procedures, policies, practices, mission and vision statements, core values and other documents required for the contractor's staff to operate as effective members of the AFRH interdisciplinary team to meet the needs of residents.

Attachment B
AFRH General Philosophy

AFRH's Vision:	To actively nurture the Health and Wellness Philosophy of Aging while providing our nation's heroes with a continuum of Life Care Services in a community setting.
Mission:	To fulfill our nation's commitment to its Veterans by providing a premier retirement community with exceptional residential care and extensive support services.
Guiding Principles:	**Establish Accountability**: We expect our workforce to achieve what we promise to residents, staff and service partners. To ensure success, we measure progress and provide feedback to our customers. **Honor Heritage:** We honor the rich history of the US Armed Forces – from our Veterans to our victories. As such, our campus reflects that military heritage with memorabilia and tributes. **Inspire Excellence**: We continuously work to improve each process, service and its delivery, while striving for excellence in all we do. We expect excellence and reward it. **Maintain Integrity:** We will strongly uphold the mission of AFRH. We are honest and ethical and deliver on our commitments. We recognize that good ethical decisions require individual responsibility enriched by collaborative efforts. **Maximize Workforce:** We strive to hire and retain the most qualified people. We maximize their success through training and development as well as maintaining and promoting open communications. **Serve Customers:** Success depends on our devotion to consistently serve ever-changing customers preferences. Hence, we vow to be innovative and responsive – while offering exceptional products and services at competitive prices.
Goals:	Culture of Integrity Exceptional Service Financial Growth Improved Processes Learning and Growth

Rehabilitation Services' Vision:	Optimize residents' quality-of-life and independence to enable them to live "good lives" in their home.
Mission:	To provide rehabilitation and restorative services and programs that are resident-centered, use a collaborative team approach and adopt best practices; delivered by competent, compassionate and caring people.

a. **Resident Centered Culture**

- Resident's needs are the first priority. All care delivered, interactions exchanged, and services provided will be tailored to the individual resident. Residents are treated with respect, dignity and compassion.
- The AFRH is the resident's home and community.
    - The community respects residents' goals, cultural traditions, their personal preferences and values, their family situations, and their lifestyles.
    - The community responds to each resident's spiritual, physical and emotional needs.
    - The community encourages residents and their loved ones to take an active role in making care and lifestyle decisions.
    - The community assists residents to take responsibility for self-care, achieving treatment goals, and adopting healthy lifestyles.
    - The community supports residents so they can remain in their home throughout their life.
    - The community ensures that transitions between providers, departments, and health care settings are respectful, coordinated, and efficient.
    - Therapy is integrated into daily activity in resident's home, recreational areas, community areas, campus, and therapy areas.

b. Collaborative Team Approach

- The resident is an integral part of the care team.
- All team members (patient and loved one, clinical and support staff, management and contract providers) collaborate to meet the needs of each resident by active listening, sharing information, problem-solving, planning and coordinating, goals setting and completing assignments. The team takes ownership of the process and the outcome of their efforts.
- All team members employ the strength of the community by using all available resources to create solutions
- The team is committed to the highest customer service standards.
- The team advocates for persons with disabilities and assures their rights in accordance with the Federal Disability Act.

c. Best Practice, Best Care

- The team focuses efforts to prevent and manage chronic diseases and to optimize fitness, wellness and independence.
- The team invests in improving performance, quality and outcomes.
- The team collaborates with clinical, recreational and residential service providers to adopt evidence-based treatments and build programs to achieve the goals.
- The team seeks innovative approaches, adopts new technologies and treatments and integrates solutions into daily practice.

Attachment C
AFRH Quality Assurance/Quality Improvement

The AFRH and Rehabilitation Department are committed to improving the quality, efficiency and effectiveness of the care, processes and outcomes for the residents. The AFRH and Rehabilitation department have an organizational quality improvement plan. The Contractor shares this commitment and demonstrates by:

- Actively participating in the Rehabilitation Services and AFRH Performance Improvement planning, monitoring and improvement efforts as directed by the Director of Rehabilitation.
- Responding to Performance Improvement requests and cooperating with studies and analyses.
- Providing high quality services.
- Conducting service in alignment with the AFRH's vision, mission, values, goals and patient-centered philosophy by collaborating as a care partner.
- Establishing a company performance program and continually striving to improve service performance.
- Providing evidence of a company Performance Improvement plan and annual performance goals to be shared with AFRH on an annual basis. Communicates results of performance improvement efforts on a quarterly basis to Director of Rehabiliation.

The Rehabilitation Services Performance Improvement Plan (RS-PI) is

- developed by AFRH's Director of Rehabilitation
- in compliance with CARF standards
- reported into the AFRH's Performance Improvement Plan

The Director of Rehabilitation is responsible for

- Establishing and communicating the RS – PI plan including annual performance goals
- Ongoing monitoring of service effectiveness, efficiency, accessibility, outcomes, and customer satisfaction
- Identifying performance improvement opportunities
- Developing an action plan to address areas of improvement
- Communicating the plan and expected results to the contract liaison
- Implementing the improvement plan and monitoring and reporting the results

Contractor Responsibilities

- Actively participate in the RS and AFRH Performance Improvement planning, monitoring and improvement efforts as directed by the Director of Rehabilitation.
- Respond to PI requests and cooperate with studies and analyses to meet the AFRH needs and assure that:
    - Contractor provides high quality services.

- Contractor services are delivered consistent with the vision, mission, and goals of the organization, standard operating procedures and standards of practice.
- Contractor continually strives to improve performance.

Contractor Provides evidence of a company PI plan: annual performance goals will be shared with AFRH on an annual basis and results of performance improvement efforts communicated on a quarterly basis to Director of Rehab.

Attachment D
Personnel

Recruiting and Credentialing

1. The Contractor shall recruit, vet, and present therapist candidates to the Director of Rehabilitation who will interview candidates and grant approval. All candidates shall have a minimum of two years of professional geriatric therapy experience, except for therapists having successfully completed an internship at AFRH. The Director of Rehabilitation may modify job requirements to conform to the needs of residents or changes in regulatory requirements. The Director of Rehabilitation will provide notification of changes to the Contractor.

2. The Contractor shall provide the required credentialing documents to the Director of Rehabilitation and the Health Care Services Directorate (HCSD)Credentials Committee as required for the credentialing of therapists, including but not limited to the following:
    a. Statement of Application
    b. Initial Application for Clinical Privileges
    c. Statement of Application
    d. Privacy Act Statement
    e. Evidence of a current valid therapy license in the District of Columbia including expiration date.
    f. National Provider Number
    g. Proof of US citizenship or legitimate work documents
    h. Membership in Professional Association (APTA, AOTA, ASHA)
    i. Resume or Curriculum Vitae that includes:
        i. Professional Education: Names of Schools, Degrees Earned, Date of Completion
        ii. Professional Continuing Education: Courses, Dates Attended, Certificates of Attendance
        iii. Work History: Employers names, dates of employment, role/title, work responsibilities, accomplishments,
        iv. Professional publications, research, presentations, lectures, etc
    j. Declaration of Health including immunizations and TB test
    k. Current CPR certificate
    l. Statement of any pending disciplinary actions, complaints or litigations. A statement previous disciplinary actions or litigations where the therapist was found to be at fault
    m. Evidence of Malpractice coverage for a minimum $1,000,000 for each claim with a per annum aggregate limitation of $3,000,000
    n. Malpractice Questionnaire AFRH Form 1333
    o. A minimum of three reference contacts
    p. Record of Continuing Education courses, credits and certificates.
    q. Provision shall be agreed to for temporary credentials as deemed appropriate by the Director of Rehabilitation
3. The Credentials Committee shall review and assure the applicants qualifications, including but not limited to the following:
    a. Verification of a current valid therapy license in the District of Columbia
    b. Criminal Background Check
    c. Drug Testing as required by AFRH policies
    d. Verification of any pending disciplinary actions, complaints or litigations
    e. Malpractice claims history verification
    f. A minimum of three reference verifications

g. Delineation of Privileges
h. National Data Bank Inquiry

4. The Contractor shall obtain an Approval/Verification by the Health Care Services (HCS) Credentials Committee prior to a therapist providing services under this MOA. This requirement applies to any new and/or backup therapist.
5. The Contractor shall submit all documentation required for re-credentialing therapists and shall not allow a therapist to provide services at AFRH without a current Approval/Verification by the HCS Credentials Committee. Documentation will include but is not limited to the following:
    a. Competency Peer Assessment
    b. Reappointment application and updated initial credentialing documentation as required by AFRH credentialing policies and procedures

Orientation and Competency

1. The Contractor shall ensure that all therapists successfully complete the AFRH – RS orientation and annual competency review.
2. The Contractor will solicit input from the Director of Rehabilitation when completing the annual AFRH performance review.

Corrective Action/Removal

1. The Director of Rehabilitation and the Contractor shall act in good faith to resolve personnel issues and provide therapists the opportunity to correct unsatisfactory performance. The Director of Rehabilitation will notify the Contractor of unsatisfactory performance and must be in agreement with the Contractors' corrective action plan.
2. The Director of Rehabilitation shall notify the Contractor in writing to remove a therapist.

Attachment E
Compliance and Billing

INSURANCE AND BILLING – The Contractor shall be responsible for third party billing for all eligible services rendered. AFRH is not responsible for payment and the Contractor shall not bill AFRH for these services except as described below

1 The Contractor shall provide AFRH and its residents with a fee schedule, such schedule to be updated on an annual basis.

2 The Contractor shall bill the resident's health insurance program (Medicare, Tricare, or third party insurance) directly for all eligible services. The Contractor shall secure resident health insurance documents to ensure proper billing. The Director of Health Information Management shall provide health insurance documents to the contractor.

The Director of Health Information Management will provide an updated list of uninsured AFRH residents to the Contractor. In the event that a resident is uninsured, the contractor shall bill AFRH for the services. AFRH will pay the contractor for services at the TRICARE rate of reimbursement, including co-payments covered under the TRICARE plan.

The Contractor, in compliance with HIPPA requirements, may use AFRH patient records for billing Medicare, TRICARE or other third party billing.

3 The Contractor shall assume responsibility for billing of any coinsurance and/or deductibles to the resident, such billing to occur ONLY after receiving payment from Medicare, TRICARE, and any other third party insurance. The Contractor shall provide all such materials requested by residents necessary to clarify reimbursement for care delivered. The Contractor shall be responsible for the correct mailing addresses for each patient.

4 If the Contractor's billing for a service is denied by the insurer the Contractor is responsible for all payment appeals.

5 The Contractor is responsible for notifying each patient/resident of any fees associated with services that will be the responsibility of the resident. This shall be provided by written fee schedule, and shall inform the resident of estimated costs. The proper format for this form shall be coordinated with and approved by the Director of Rehabiliation.

6 The Contractor shall not bill Medicare, TRICARE, third party insurance, or residents for any services performed by AFRH personnel.

7 The Contractor shall be responsive if AFRH is audited by Medicare. In any event if AFRH is audited by Medicare, the contractor shall be responsive only to the extent of services it provided and billed for which audit is performed.

8 The Contractor shall provide a copy of monthly service log batch report (grids) for the billings related to Medicare, TRICARE, and Third Party providers to the Director of Rehabilitation. Claim details with

dollar value associated with each claim shall be furnished by the contractor if requested by Director of Rehabilitation in the event of Medicare audit for the claims in question.

9 Billing Compliance – the contractor shall assure that billing complies with Federal, State, District, Medicare and other third party requirements and professional standards.

a. Claims for payment will be coded and billed based on the documentation contained in the resident's medical record. The contractor will appropriately document the services and supplies provided to, and treatment of each patient and will complete medical records in a timely manner. Medical record documentation must be complete, legible and authenticated.

b. Honesty and accuracy in billing for payment by a Federal Health Care Program, or payment by any third party payer, is vital. The contractor shall not submit, authorize or sign a false claim for reimbursement in violation of applicable laws and regulations

c. The contractor shall monitor compliance with applicable billing rules, shall submit a billing compliance plan to AFRH and provide evidence of billing compliance monitoring.

Attachment F
Security and Privacy

1. Adherence to Security and Privacy Policy: The Contractor shall comply with all Federal and Department of Health and Human Services (HHS) security and privacy guidelines in effect at the time of entering into this MOA. A list of applicable United States (U.S.) laws, Office of Management and Budget (OMB) requirements, HHS policies, standards and guidance, and Federal Government Computer Security guidelines can be located on the Secure One HHS website. The Contractor shall perform periodic reviews to ensure compliance with all information security and privacy requirements. The Contractor shall make all system information and documentation produced in support of the MOA available to the AFRH Chief Information Officer (CIO) upon request.

2. Non-Disclosure: The Contractor shall not release, publish, or disclose AFRH information to unauthorized personnel.

3. Identification Information
   - Campus Visitor Passes are required for all Contractor personnel. All personnel shall check-in at the Main Gate with proof of identification (Driver's License) and insurance. A list of Contractor employee's shall be maintained and submitted to the Credential Office and updated, at a minimum annually.
   - The Contractor shall ensure the pass and identification items required for contractors performance are obtained for contractors and non-Government owned vehicles
   - Contractor employees shall wear identification badges above the waist, provided by AFRH, at all times while on duty.

4. Appearance
   - Contractor personnel shall present a neat appearance and be easily recognized. Contractor personnel shall be easily recognizable while on the installation in conjunction with this MOA. This shall be accomplished through the wearing of distinctive clothing, overcoats, or hats, bearing the company name or logo. The coloring or design of the items selected should be such that identifies personnel easily and quickly for reasons of safety and personal protection.

5. Removal
   - The Government is authorized to restrict the employment under the MOA of any Contractor employee or prospective Contractor employee, who is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the campus and its population.

6. Speed Limits, Parking, & Seat Belts
   - All Contractor personnel shall adhere to the authorized speed limits while operating vehicles on the grounds of the AFRH. Contractor vehicles shall only be parked in areas as directed by the Contracting Officer or Director of Rehabilitation. Contractor personnel are required to comply with City or State laws, which require seat belts to be used at all times and restricts cell phone use. Speed limits on AFRH grounds are 15 mph unless otherwise posted. Only 5 mph is permitted through the shops and service area.

7. Restrictions

- Contractor's employees' movement within the site is restricted to areas as designated by the Director of Rehabilitation
- All pedestrians, residents and visitors, have the right of way. Extreme caution must be exercised to ensure the safety of all pedestrians.
- Alcoholic beverages and/or illegal drugs of any type are prohibited.

8. Protection of Sensitive Information.

- Patient Information. The Contractor will conform to all applicable requirements of the Health Insurance Portability and Accountability Act (HIPAA) which protects the privacy of individually identifiable health information sets national standards for the security of electronic protected health information; and protects identifiable information being used to analyze patient safety events and improve patient safety.
- AFRH Information. The Contractor shall ensure that sensitive information is protected by information security and privacy controls commensurate with the risk associated with the potential loss or compromise of this information. For purposes of this contract, information is sensitive if the loss of confidentiality or integrity could be expected to have a serious, severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals.

Attachment G
MOA Compliance

1. **Government Remedies**

The AFRH Administrator shall follow FAR 52.212.4, Terms and Conditions-Commercial Items (May 1997), for Contractor's failure to perform satisfactory services or failure to correct non-conforming services.

2. **Role Of Government Personnel**

AFRH Administrator. The AFRH Administrator has the overall responsibility for administration of this contract. This official alone, without delegation, is authorized to amend, modify or deviate from the MOA. Other responsibilities may be delegated to authorized representatives.

Director of Rehabilitation Services (DOR). The DOR will be designated in writing at the time of entering into this agreement to assist the Administrator in the day-to-day on-site administration of this MOA. The DOR's responsibilities include, but are not limited to: determining the compliance and adequacy of performance by the Contractor, in accordance with the terms and conditions of this contract; requesting removal of unsuitable contractor employees; approving schedule and Quality Control Plan changes; ordering re-performance of unacceptable work or performance by other means, etc.

3. **Progress Meetings**

The Administrator, DOR, other Government personnel, as appropriate, and the Contractor shall periodically meet to discuss the Contractor's performance. The therapy services plan can be revised by the Director Rehabilitation Services at anytime.

4. **Contractor Performance System**

The Bureau of Public Debt and the Armed Forces Retirement Home utilize the National Institute of Health's (NIH) Contractor Performance System (CPS). The CPS, created by NIH, is a Federal multiple-agency, shared-file system that collects, maintains, and disseminates contractor performance information as required by Federal Acquisition Regulation, Subpart 42.15.

5. **Quality Control**

The Contractor shall develop, submit for Director Rehabilitation Service approval, and maintain a quality program to ensure therapy services are performed according to the PWS. The plan shall be submitted for AFRH Administration approval prior to entering into MOA. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. At a minimum, the Contractor shall develop quality control procedures addressing the areas identified in the Service Delivery Summary (SDS).

The Contractor's quality control plan will include these elements:

- Performance objectives in Section 11, Service Delivery Summary
- Surveillance methodology and schedule
- Method/timeframe for responding to customer complaints
- Progress Meetings with Government Representatives

6. **Quality Assurance Surveillance Plan**

The Government will periodically evaluate the Contractor's performance in accordance with the Quality Assurance Surveillance Plan (QASP).

The purpose of the QASP is to ensure that therapy services are complete and acceptable per PWS requirements. The plan will ensure reliable and continued operation and preclude unnecessary complaints and unacceptable performance.

The Government's QASP includes the following elements:

- Acceptance of the Contractor's quality control plan
- Periodic inspection of the Contractors work
- Communicating customer complaints
- Progress meetings with the Contractor

The implementation of this QASP does not relieve the Contractor of his/her responsibility to implement and abide by the Quality Control Plan incorporated into this MOA, and to provide acceptable performance of all work requirements listed herein. At the AFRH Administrator discretion, the Contractor may incur a payment deduction for lack of compliance with the Quality Control Plan, PWS or SDS.

7. Methods/Period of Surveillance

This method employs a "spot check" style of evaluation and may be adjusted, based on quality trends. The SDS contains only those items considered most important for mission accomplishment. The Government retains the right to inspect all requirements of the MOA. The Director Rehabilitation Service may choose to periodically inspect requirements not listed on the SDS. Unacceptable performance will be recorded, and the Contractor will have to correct the unacceptable condition within a 24-hour time period. If the Contractor does not correct the unacceptable condition within 24-hours the DOR will notify the Administrator who will take appropriate administrative action for unacceptable performance.

Attachment H
HIPAA Required BA Agreement

Item	Covered Entity	Business Associate
Name		
Authorized Agent		
Place of Business Address		

In accordance with the Health Insurance Portability and Accessibility Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), enacted on February 17, 2009, COVERED ENTITY NAME Armed Forces Retirement Home, located at 3700 North Capitol St. NW, Washington, DC, 20011, is required as a Covered Entity to contractually obligate its Business Associates to comply with all applicable requirements of these laws, and with the related privacy and security regulations issued by the United States Department of Health and Human Services ("HHS"). COVERED ENTITY and Business Associate acknowledge that they are required by law to comply with HIPAA, as amended by HITECH, and hereby agree to the terms of this Business Associate Agreement ("Agreement").

ARTICLE 1: DEFINITIONS

1.1 CFR. CFR means the Code of Federal Regulations.

1.2 Designated Record Set. Designated Record Set shall have the same meaning as the term "designated record set" in 45 CFR § 164.50.

1.3 Electronic Record Set. Electronic Record Set means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.4 Electronic Protected Health Information. Electronic Protected Health Information refers to Protected Health Information transmitted or maintained in electronic media, and shall have the specific meaning ascribed to this term in 45 C.F.R. $ 160.103.

1.5 Privacy Rule. Privacy Rule means the privacy rule of HIPAA as set forth in the Standards of Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.

1.6 Protected Health Information. Protected Health Information refers to individually identifiable information about the past, present or future physical or mental health or condition of an COVERED ENTITY enrollee, or the past present or future payment for the provision of health services for an COVERED ENTITY enrollee, and shall have the specific meaning ascribed to the term in 45 C.F.R. § 164.501.

1.7 Required by Law. Required by Law shall have the specific meaning ascribed to term in 45 C.F.R. § 164.501.

1.8 Security Rule. Security Rule shall mean the security standards and specifications at 45 CFR Part 160 and Part 164, subpart C.

ARTICLE 2: PERMITTED USES AND DISCLOSURES

2.1 Duties under Agreement. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information as necessary to carry out Business Associate's responsibilities and duties under this Agreement.

2.2 Services for COVERED ENTITY. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information needed to perform functions, activities, or services for or on behalf of COVERED ENTITY, as specifically agreed upon between the parties, provided that such use or disclosure would not violate applicable state or federal privacy requirements if done by COVERED ENTITY. Business Associate will use or disclose no more than the minimum amount of Protected Health Information needed to perform such functions, activities, or services, and will comply with any COVERED ENTITY privacy policies and procedures provided by COVERED ENTITY in writing to Business Associate.

2.3 Required by Law. Business Associate may use or disclose Protected Health Information as Required by Law.

2.4 Proper Management and Administration. Except as otherwise limited in this Agreement, Business Associate may (i) use Protected Health Information for the proper management and administration of Business Associate or to carry out its legal responsibilities; and (ii) disclose Protected Health Information for the proper management and administration of Business Associate, provided that Business Associate obtains reasonable assurances from the person to whom such information is disclosed that such information will remain confidential and used or further disclosed only for the purpose for which such information was disclosed to such person, and such person promptly notifies Business Associate of any instances of which such person is aware in which the confidentiality of such information has been breached.

ARTICLE 3: OBLIGATIONS OF BUSINESS ASSOCIATE

3.1 Compliance. Business Associate acknowledges that, pursuant to the HITECH amendment, Business Associate is directly subject to the HIPAA Privacy and Security Rules. Business Associate agrees to take all actions necessary to comply with the HIPAA Privacy and Security Rules applicable to Business Associates, including but not limited to the following: establishing policies and procedures as needed to ensure compliance; training its workforce; entering into appropriate privacy/security agreements with agents, including but not limited to subcontractors that perform functions involving COVERED ENTITY's Protected Health Information and conducting a security risk analysis.

3.2 Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for in this Agreement. If Business Associate creates, receives, maintains or transmits Electronic Protected Health Information for or on behalf of COVERED ENTITY. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information, including but not limited to encryption of such information.

3.3 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use of Protected Health Information in violation of the requirements of this Agreement.

3.3.1 Breach Notification. Following discovery, Business Associate shall report to COVERED ENTITY, without unreasonable delay but in no event later than l0 days after the discovery, any "breach" of "unsecured Protected Health Information," as these terms are defined in 45 CFR 5 164.402. The notification should include, insofar as

possible, the date of the breach, the date of the discovery of the breach, the identification of each individual whose Protected Health Information has been breached and any other information in Business Associate's possession that COVERED ENTITY is required to include in the individual notice required under 45 CFR § 164.404. Business Associate shall cooperate with COVERED ENTITY in investigating any security incident and implement mitigating measures deemed appropriate by COVERED ENTITY, including but not limited to: assuming responsibility for notifying affected individuals, with notices approved in advance by COVERED ENTITY; providing affected individuals with monitoring services to protect against identity theft; and bearing the expenses of the mitigating measures.

3.3.2 Other Unauthorized Use or Disclosure. With respect to any unauthorized use or disclosure of Protected Health Information that is not subject to reporting under Section 3.2.1 of this Agreement, Business Associate shall report such unauthorized use or disclosure to COVERED ENTITY without unreasonable delay.

3.4 Agents. Business Associate agrees to ensure that any agent, including but not limited to a subcontractor, to whom it provides Protected Health Information, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate.

3.5 Access. Within ten days of a request by COVERED ENTITY, Business Associates shall provide COVERED ENTITY the Protected Health Information in Business Associate's possession as needed for COVERED ENTITY to provide enrollees or their representatives with access to, or copies of, such Protected Health Information.

3.6 Designated Record Set. Business Associate agrees to provide reasonable access, at the written request of COVERED ENTITY, to Protected Health Information in a Designated Record Set, to COVERED ENTITY or, as directed in writing by COVERED ENTITY, to a COVERED ENTITY enrollee in order to meet the requirements under 45 CFR § 164.524. Business Associate further agrees to make any amendment to Protected Health Information in a Designated Record Set that COVERED ENTITY directs in writing or agrees to pursuant to 45 CFR § 164.526 at the written request of COVERED ENTITY or a COVERED ENTITY enrollee.

3.7 Amendment. Within ten days of a request by COVERED ENTITY, Business Associate shall provide COVERED ENTITY with the Protected Health Information in Business Associate's possession as needed for COVERED ENTITY to respond to a request by enrollees or their representatives to amend such Protected Health Information. At COVERED ENTITY's direction, Business Associate shall incorporate any amendments to an enrollee's Protected Health Information made by COVERED ENTITY into the copies of such information maintained by Business Associate.

3.8 Accounting. Within ten days of a request by COVERED ENTITY, Business Associate shall provide COVERED ENTITY with the information and records in Business Associate's possession as needed for COVERED ENTITY to respond to a request from enrollees or their representatives for an accounting of disclosures of Protected Health Information.

3.9 Access by Agencies. Business Associate shall make information regarding its use and disclosure of Protected Health Information available to state and federal regulatory agencies, including but not limited to HHS, DOI, the STATE Department of Health, and the local Social Services Department.

3.10 Electronic Health Records. If Business Associate performs services or functions related to Electronic Health Records for COVERED ENTITY, Business Associate agrees to provide COVERED ENTITY with the assistance needed to comply with HITECH requirements relating to accounting of disclosures of such records upon request from enrollees or their representative.

ARTICLE 4: OBLIGATIONS OF COVERED ENTITY

4.1 Limitations. COVERED ENTITY shall notify Business Associate of any limitations in the notice of privacy practices of COVERED ENTITY, in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Changes. COVERED ENTITY shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Restrictions. COVERED ENTITY shall notify Business Associate of any restriction to the use of disclosure of Protected Health Information that COVERED ENTITY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

ARTICLE 5: TERM AND TERMINATION

5.1 Initial Contract Term. This Agreement shall commence when fully executed, and shall terminate when Business Associate ceases to perform functions, activities, or services for or on behalf of COVERED ENTITY, unless sooner terminated in accordance with this Article 5. and returns or destroys all Protected Health Information in accordance with Section 5.3 of this Agreement.

5.2 Termination for Cause. In the event of a breach of this Agreement by Business Associate, COVERED ENTITY shall provide Business Associate with 30 days written notice to cure. If such breach is not cured within such 30 period, COVERED ENTITY may immediately terminate the Agreement, and require Business Associate to return or destroy all Protected Health Information.

5.3 Return of Protected Health Information Upon Termination. All Protected Health Information shall be returned to COVERED ENTITY or destroyed upon termination of this Agreement. In the event that Business Associate reasonably determines that returning or destroying all Protected Health Information is not feasible, Business Associate shall notify COVERED ENTITY of the conditions that render return or destruction not feasible.

ARTICLE 6: OTHER PROVISIONS

6.1 Amendment. If any of the regulations promulgated under HIPAA or applicable state law regarding Protected Health Information are amended or interpreted in a manner inconsistent with the terms of this Agreement, COVERED ENTITY may, on 30 days written notice to Business Associate, unilaterally amend this Agreement to the extent necessary to comply with such amendments or interpretations. Such amendment shall go into effect automatically unless Business Associate gives COVERED ENTITY notice of an objection to the amendment within 30 days of receipt.

6.2 Notice. Any notices given pursuant to this Agreement shall be in writing, mailed to the addresses listed above, by certified mail, return receipt requested, or by overnight or two-day delivery service with proof of delivery, and effective on receipt.

6.3 Indemnification. Business Associate shall indemnify, defend and hold harmless COVERED ENTITY and its directors, officers, employees and agents from and against any third party liabilities, costs, claims and losses

including, without limitation, the imposition of civil penalties on COVERED ENTITY under HIPAA or applicable state law, arising from or relating to the breach by Business Associate, or any or its directors, officers, employees, agents, or subcontractors, of the terms of this Agreement.

COVERED ENTITY shall indemnify, defend and hold harmless Business Associate and its directors, officers, employees and agents from and against any third party liabilities, costs, claims and losses including, without limitation, the imposition of civil penalties on Business Associate under HIPAA or New York State law, arising from or relating to the breach by COVERED ENTITY, or any or its directors, officers, employees, agents, or subcontractors, of the terms of this Agreement.

This Section 6.3 shall survive termination of this Agreement.

6.4 Entire Agreement. This Agreement sets forth the entire agreement between COVERED ENTITY and Business Associate with respect to the subject matter hereof and supersedes all prior representations, agreements, and understandings, written or oral.

The undersigned agree to the terms of this Business Associate Agreement. If the Business Associate is a legal entity, rather than an individual person, the undersigned represents and warrants that he or she has the corporate authority to bind the Business Associate under this Agreement.

Agreed to by:

AFRH-W Residents file reviews with Ergo Solutions, LLC.
June-July 2013

Resident name	Referral date	Rehab consult date	Rehab Services
[redacted]	6/28/13	7-1&2, 2013	Occupational & Physical Therapy
[redacted]	6/26/13	7-1&2, 2013	Occupational Therapy
[redacted]	6/22/13	6-25-13 (OT) 6-27-13-deffered	Occupational & Physical Therapy
[redacted]	6/19/13	6/26/13	Occupational & Physical Therapy
[redacted]	6/17/13	6/17/13	Occupational Therapy
[redacted]	6/12/13	6/13/13	Occupational & Physical Therapy
[redacted]	6/12/13	6/24/13	Occupational & Physical Therapy
[redacted]	6/10/13	6/11/13	Occupational & Physical Therapy
[redacted]	6/7/13	6/7/13	Occupational & Physical Therapy
[redacted]	6/7/13	6/7/13	Occupational & Physical Therapy
[redacted]	6/6/13	6/6/13	Occupational & Physical Therapy
[redacted]	6/5/13	6/6/13	Occupational & Physical Therapy
[redacted]	6/4/13	6/5/13	Occupational & Physical Therapy

AFRH-W Residents file reviews with Ergo Solutions, LLC.
June-July 2013

[redacted]	Referral date	Rehab consult date	Rehab Services
	7/31/13	8/1/13	Speech
	7/31/13	8/6/13	New Admission-consult only
	7/29/13	8/2/13	Occupational & Physical Therapy
	7/24/13	no consult	Occupational & Physical Therapy
	7/29/13	no consult	Occupational & Physical Therapy
	7/26/13	7/29/13	Occupational & Physical Therapy
	7/25/13	7/29/13	Occupational & Physical Therapy
	7/24/13	8/2/13	Occupational, Physical & Speech Therapy
	7/24/13	no consult	Occupational & Physical Therapy
	7/23/13	7/24/13	Occupational & Physical Therapy
	7/22/13	7/23/13	Occupational & Physical Therapy
	7/18/13	7/25/13	Physical Therapy
	7/18/13	7/22/13	Occupational & Physical Therapy
	7/17/13	7/19/13	Occupational & Physical Therapy
	7/17/13	7/25/13	Occupational & Physical Therapy
	7/17/13	7/19/13	Occupational & Physical Therapy
	7/15/13	7/19/13	Speech Therapy
	7/15/13	7/18/13	Occupational & Physical Therapy
	7/12/13	7-12&15, 2013	Occupational & Physical Therapy
	7/9/13	7-10&15, 2013	Occupational & Physical Therapy
	7/2/13	7/15/13	Occupational & Physical Therapy
	7/3/13	7-3&8, 2013	Occupational & Physical Therapy
	7/2/13	7/3/13	Occupational & Physical Therapy
	7/1/13	7-2&3, 2013	Occupational & Physical Therapy